

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

MARK T. GREENBERG and PATHS®)	
EDUCATION WORLDWIDE, LLC,)	
)	
Third-Party Plaintiff,)	
)	
v.)	Civil Action No. 19-cv-30032-MGM
)	
PATHS PROGRAM HOLDING, LLC (AZ),)	MOTION FOR LEAVE GRANTED
PATHS PROGRAM, LLC (AZ),)	JANUARY 5, 2022 [DOC. 142]
LEARNINGSEL, LLC (AZ),)	
PATHS PROGRAM HOLDING, LLC (MA),)	
LEARNINGSEL, LLC (NJ),)	
)	
Third-Party Defendants.)	

**SECOND AMENDED THIRD PARTY COMPLAINT OF MARK T. GREENBERG
AGAINST PATHS PROGRAM HOLDING, LLC (AZ), LEARNINGSEL, LLC (AZ),
PATHS PROGRAM HOLDING, LLC (MA) and LEARNINGSEL, LLC (NJ)**

Third-Party Plaintiff, Mark T. Greenberg (“Dr. Greenberg”), by and through his attorneys asserts claims for copyright infringement, breach of contract, and unfair competition against Third-Party Defendants Paths Program Holding, LLC (AZ) (“PPH AZ”), PATHS PROGRAM, LLC (AZ) (“PP AZ”), LEARNINGSEL, LLC (AZ) (“LSEL AZ”), PATHS PROGRAM HOLDING, LLC (MA) (“PPH MA”) and LEARNINGSEL, LLC (NJ) (“LSEL NJ”) (collectively referred to as “Third-Party Defendants”). Third-Party Defendants continue to engage in copyright infringement by exceeding the scope of the licensed rights, breach of contract for failure to properly pay royalties, and unfair competition under the Lanham Act, including trademark infringement, by creating confusion as to the source of an unrelated Emozi curriculum as follows:

PARTIES

1. Dr. Greenberg is an individual who resides in Stanwood, Washington.
2. PPH AZ is an Arizona limited liability company having an address of 12408 Encanto Blvd, Avondale AZ 85392. Its registered agent is Anna-Lisa MacKey of 12408

Encanto Blvd, Avondale AZ 85392. On information and belief, PPH AZ's predecessor-in-interest was PPH MA, a Massachusetts limited liability company.

3. PP AZ is an Arizona limited liability company having an address of 12408 Encanto Blvd, Avondale AZ 85392. Its registered agent is Anna-Lisa MacKey of 12408 Encanto Blvd, Avondale AZ 85392.

4. LSEL AZ is an Arizona limited liability company having an address of 12408 Encanto Blvd, Avondale AZ 85392. Its registered agent is Anna-Lisa MacKey of 12408 Encanto Blvd, Avondale AZ 85392.

5. PPH MA was a Massachusetts limited liability company, which was incorporated in Massachusetts during the applicable statute of limitations and had a principal place of business at One Community Place, South Deerfield, Massachusetts 01373, the same address as Plaintiff CBC DE. Anna-Lisa MacKey is the last listed manager of PPH MA

6. LSEL NJ is a New Jersey limited liability, which during the applicable statute of limitations and at the time this lawsuit was filed had a principal place of business at One Community Place, South Deerfield, Massachusetts 01373, the same address as Plaintiff CBC DE. Anna-Lisa MacKey is the last listed manager of LSEL NJ.

JURISDICTION

7. This Court has personal jurisdiction over each Third-Party Defendant, who at the time of the filing of this lawsuit continues to be engaged in doing business in Massachusetts.

8. Venue is proper pursuant to 28 U.S.C. §1391(b) and (c) as a substantial part of the events giving rise to the claims occurred in this judicial district and 28 U.S.C. §1400(a) as this action involves allegations of breach of contract, copyright infringement and unfair competition.

9. This Court has original and exclusive jurisdiction over the subject matter of this Third-Party Complaint pursuant to 28 U.S.C. §§1331, 1338(a), 1338(b), 2201(a).

10. Supplemental subject matter jurisdiction may be properly exercised by this Court pursuant to 28 U.S.C. § 1367(a) as the court has original jurisdiction for a claim asserted in the original proceeding under 28 U.S.C. §1331 and in this proceeding under 17 U.S.C. §501.

LITIGATION BACKGROUND

11. On March 7, 2019, Channing Bete Company, Inc. n/k/a CBC Wind Up, Inc. (“CBC”) filed an action under this case number against Dr. Greenberg, alleging tortious interference with contract, tortious interference with advantageous business relations, trademark infringement, breach of non-disclosure/confidentiality agreements, breach of non-compete agreement, and unfair competition.

12. CBC’s allegations stemmed from its status as a licensee to limited rights in copyrighted material held by *inter alia* Dr. Greenberg and the subsequent assignment of those licensed rights by CBC to Third-Party Defendants.

13. CBC subsequently joined PATHS® Education Worldwide, LLC (“PEW”), as an additional defendant.

14. On May 13, 2020, in this action, Dr. Greenberg filed a Third-Party Complaint against Third-Party Defendants PPH AZ, LSEL AZ, PPH MA and LSEL NJ.

15. On June 25, 2020, Dr. Greenberg filed his First Amended Complaint against Third-Party Defendants, joining PP AZ as a Third-Party Defendant.

16. On August 6, 2021, a Stipulation of Partial Dismissal with Prejudice of Claims and Counterclaims was filed seeking to dismiss claims and counterclaims between only Dr. Greenberg, PEW and CBC. (Doc. 124). Pursuant to the representations of CBC, Dr.

Greenberg acknowledged that the assignment of various licenses to the Third-Party Defendants was valid and enforceable and that neither the assignment nor transfer invalidates or constitutes a breach of the licenses by CBC because the authors consented to the assignment in view of representations made by CBC.

17. The claims and counterclaims between CBC, Dr. Greenberg and PEW were dismissed on August 9, 2021. (Doc. 125).

18. Although the issue as to whether various assignments could be transferred to Third-Party Defendants' is now moot, as discussed below, Third-Party Defendants continue to engage in copyright infringement by exceeding the scope of the licensed rights, breach of contract for failure to properly pay royalties, and unfair competition under the Lanham Act, including trademark infringement, by creating confusion as to the source of an unrelated Emozi curriculum.

THE ASSERTED COPYRIGHTS

19. Dr. Greenberg is a joint author and owner of a work entitled "PATHS 3 Steps for Calming Down Poster," U.S. Copyright Office Registration No. VA0001784748, which was registered on May 20, 2011.

20. Dr. Greenberg is a joint author and owner of a work entitled "PATHS An Introduction to the Curriculum," U.S. Copyright Office Registration No. TX0007375681, which was registered on May 18, 2011.

21. Dr. Greenberg is a joint author and owner of a work entitled "PATHS Are you SET? Poster," U.S. Copyright Office Registration No. VA0001868072, which was registered on April 9, 2012.

22. Dr. Greenberg is a joint author and owner of a work entitled "PATHS Building Awareness with Staff, Students and Parents," U.S. Copyright Office Registration

No. TX0007380765, which was registered on May 18, 2011.

23. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Control Signals Poster,” U.S. Copyright Office Registration No. VA0001784746, which was registered on May 20, 2011.

24. Dr. Greenberg is a joint author and owner of a work entitled “PATHS evaluation kit,” U.S. Copyright Office Registration No. TX0006323990, which was registered on February 10, 2006.

25. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Feelings Poster,” U.S. Copyright Office Registration No. VA0001784745, which was registered on May 20, 2011.

26. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Grade 1 - Volume 1 (Units 1-7),” U.S. Copyright Office Registration No. TX0007374336, which was registered on May 19, 2011.

27. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Grade 1 - Volume 2 (Units 8-11),” U.S. Copyright Office Registration No. TX0007374346, which was registered on May 19, 2011.

28. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Grade 2,” U.S. Copyright Office Registration No. TX0007374202, which was registered on May 19, 2011.

29. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Grade 3,” U.S. Copyright Office Registration No. TX0007376606, which was registered on May 20, 2011.

30. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Grade 4,” U.S. Copyright Office Registration No. TX0007374473, which was registered on May 19,

2011.

31. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Grade 5/6,” U.S. Copyright Office Registration No. TX0007548469, which was registered on April 9, 2012.

32. Dr. Greenberg is a joint author and owner of a work entitled “PATHS HEY! Poster,” U.S. Copyright Office Registration No. VA0001868077, which was registered on April 9, 2012.

33. Dr. Greenberg is a joint author and owner of a work entitled “PATHS How are you feeling?” U.S. Copyright Office Registration No. VA0001778520, which was registered on May 19, 2011.

34. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Index of Lessons by Topic,” U.S. Copyright Office Registration No. TX0007380828, which was registered on May 18, 2011.

35. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Kids For Today Poster,” U.S. Copyright Office Registration No. VA0001781162, which was registered on May 20, 2011.

36. Dr. Greenberg is a joint author and owner of a work entitled “PATHS preschool curriculum manual: vol. 1,” U.S. Copyright Office Registration No. TX0006304408, which was registered on February 7, 2006.

37. Dr. Greenberg is a joint author and owner of a work entitled “PATHS: preschool curriculum manual, vol. 2,” U.S. Copyright Office Registration No. TX0006327192, which was registered on February 6, 2006.

38. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Preschool Evaluation Kit,” U.S. Copyright Office Registration No. TX0007239697, which

was registered on December 31, 2008.

39. Dr. Greenberg is a joint author and owner of a work entitled “Paths preschool instructor's manual,” U.S. Copyright Office Registration No. TX0006303893, which was registered on February 7, 2006.

40. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Preschool/Kindergarten Feeling Faces Cards,” U.S. Copyright Office Registration No. VA0001778546, which was registered on May 19, 2011.

41. Dr. Greenberg is a joint author and owner of a work entitled “PATHS preschool Our feelings chart,” U.S. Copyright Office Registration No. VA0001356938, which was registered on February 9, 2006.

42. Dr. Greenberg is a joint author and owner of a work entitled “PATHS preschool turtle magnet,” U.S. Copyright Office Registration No. VA0001347321, which was registered on February 7, 2006.

43. Dr. Greenberg is a joint author and owner of a work entitled “PATHS preschool turtle technique poster,” U.S. Copyright Office Registration No. VA0001349863, which was registered on February 9, 2006.

44. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Problem Solving Poster,” U.S. Copyright Office Registration No. VA0001784753, which was registered on May 25, 2011.

45. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Remember to Do Turtle!” U.S. Copyright Office Registration No. VA0001778522, which was registered on May 19, 2011.

46. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Step By Step, Problem Solved!” U.S. Copyright Office Registration No. VA0001858260, which was

registered on May 19, 2011.

47. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Turtle Stickers,” U.S. Copyright Office Registration No. VA0001778509, which was registered on May 19, 2011.

48. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Use the Control Signals!” U.S. Copyright Office Registration No. VA0001778523, which was registered on May 19, 2011.

49. Dr. Greenberg is a joint author and owner of a work entitled “PATHS Talk about bullying,” U.S. Copyright Office Registration No. VA0001815354, which was registered on April 9, 2012.

50. Dr. Greenberg is a joint author and owner of a work entitled “What do friends do?” U.S. Copyright Office Registration No. VA0001355178, which was registered on February 9, 2006.

51. The copyright registrations referred to in Paragraphs 18 - 50 are collectively referred hereto as “PATHS Curriculum Copyrighted Works”.

FACTS COMMON TO ALL ALLEGATIONS

52. Dr. Greenberg is a developmental psychologist who has dedicated his career to fostering the social and emotional development of children.

53. Dr. Greenberg is a renowned expert in the field of social emotional development for children.,

54. Since 1983, Dr. Greenberg has been a college professor of psychology.

55. Dr. Greenberg is currently the Emeritus Edna Peterson Bennett Endowed Chair in Prevention Research.

56. He is also the founding Director of the Prevention Research Center for the

Promotion of Human Development at Penn State University.

57. Dr. Greenberg is a founding member of the Collaborative for Academic, Social, and Emotional Learning (“CASEL”).

58. Since 1990, Dr. Greenberg has also served as an investigator in Fast Track – a comprehensive program that aims to prevent violence and delinquency in families.

59. Dr. Greenberg has received numerous awards and accolades in his field, and has founded organizations throughout the world in support of the social and emotional development of children.

60. The awards received by Dr. Greenberg include:

- Research Scientist Award, Society for Prevention Research (2002)
- University Outreach Award – Penn State University (2003)
- Leadership in Outreach Scholarship Award, College of Health & Human Development (2008)
- Society for Prevention Research – Friend of Early Career Awards (2008)
- Society for Child Development Distinguished Contributions to Public Policy for Children Award (2009)

61. Dr. Greenberg is the author of over 350 journal articles and publications. Many of these publications are peer reviewed articles validating that the quality of implementation of a curriculum affects outcomes for children.

Factual Allegations Related to Third-Party Defendants’ Copyright Infringement

62. In the early 1980’s, Dr. Greenberg co-authored the original PATHS curriculum with Dr. Carol Kusche (“Dr. Kusche”).

63. The PATHS curriculum began as curriculum for children with deafness and slowly expanded to other populations of children.

64. On May 14, 1993, Drs. Greenberg and Kusche licensed some of their copyright rights in the PATHS curriculum kit – specifically, their rights to publish and distribute the PATHS curriculum kit -- to Development Research and Programs, Inc.

(“DRP”), which included parts of the PATHS curriculum, and a future license to publish and distribute the PATHS curriculum that was to be developed by Drs. Greenberg and Kusche for after-school programs and daycare providers (the “PATHS Kit License”).

65. The PATHS Kit License does not include an assignment clause allowing the rights under the PATHS Kit License to be assigned.

66. The PATHS Kit License requires the licensee to pay Dr. Greenberg royalties based on “gross revenue from the sales of the PATHS Curriculum Kit.”

67. On December 31, 2001, DRP merged into predecessor in interest of CBC.

68. On November 16, 2004, Drs. Greenberg and Kusche and CBC entered into an agreement granting CBC the right to translate into Spanish components of the PATHS Kit curriculum for parents to understand and support their child in PATHS Kit curriculum and to publish and distribute such translated material (“PATHS Kit Spanish Translation License”).

69. The PATHS Kit Spanish Translation License (“PATHS Kit Spanish License”) recognized that the PATHS Kit License was to remain in full force and effect and acknowledged that the translated components were intended to be provided free of charge. However, if sales were made under the PATHS Kit Spanish License, the royalty payment requirements as specified in the PATHS Kit License were stated as being applicable, which specifies payment to Dr. Greenberg based on gross sales.

70. In 2006, Drs. Greenberg and Kusche and CBC entered into an agreement granting CBC the co-exclusive right to grant permission to third parties to translate, publish, and distribute the PATHS Kit curriculum in any foreign language (the “PATHS Kit Translation License”).

71. The PATHS Kit Translation License recognized that the PATHS Kit License was to remain in full force and effect.

72. The PATHS Kit Translation License requires the licensee to pay Dr. Greenberg royalties as specified in the PATHS Kit License, which specified payment based on gross sales, and if the licensee charges a third party a flat fee to translate and distribute the licensed curriculum, the licensee must pay the authors, including Dr. Greenberg, a percentage of the fee charged by the licensee.

73. On September 21, 2009, Drs. Greenberg and Kusche and CBC entered into a license granting CBC the non-exclusive right to use, modify, reproduce and prepare derivative works of the PATHS curriculum for the sole purpose of creating “grade level” versions, including grades 1 through 3 (“PATHS Grades 1-3 Curriculum License”).

74. The PATHS Grades 1-3 Curriculum License requires the licensee to pay Dr. Greenberg royalties based on “gross revenue from the sales of the GL PATHS Curriculum and materials.”

75. The PATHS Grades 1-3 Curriculum License recognized that the PATHS Kit License was to remain in full force and effect.

76. On November 8, 2010, Drs. Greenberg and Kusche and CBC entered into a license granting CBC the non-exclusive right to use, modify, reproduce and prepare derivative works of the PATHS curriculum for the sole purpose of creating “grade level” versions, including, grades 4 and 5 (“PATHS Grades 4-5 Curriculum License”).

77. The PATHS Grades 4-5 Curriculum License requires the licensee to pay Dr. Greenberg royalties based on “gross revenue from the sales of the GL PATHS Grades 4 and 5 curriculums and materials.”

78. The PATHS Grades 4-5 Curriculum License recognized that the PATHS Kit License was to remain in full force and effect.

79. Drs. Greenberg, Kusche, Celene Domitrovich (“Dr. Domitrovich), and

Rebecca Cortes (“Dr. Cortes”) also developed the PATHS curriculum to be used as part of a preschool curriculum.

80. On July 1, 2004, Drs. Greenberg, Kusche, Domitrovich, and Cortes licensed some of their copyright rights related to PATHS curriculum for use in preschools – specifically, their rights to publish and distribute the PATHS curriculum for use in preschools or as subsequently modified by the authors -- to CBC (the “PATHS Preschool License”).

81. The PATHS Preschool License states that the agreement “may be assigned by Licensee pursuant to merger or a sale of all or substantially all of Licensee’s capital stock, assets or business.”

82. The PATHS Preschool License requires the licensee to pay Dr. Greenberg royalties based on “gross revenue from the sales of the PATHS Preschool Curriculum Kit.”

83. On November 16, 2004, Drs. Greenberg, Kusche, Domitrovich, and Cortes, and CBC entered into a subsequent agreement granting CBC a license to translate components of the PATHS preschool curriculum into Spanish for parents to understand and support their child in the PATHS preschool curriculum and to publish and distribute such translated components (the “PATHS Preschool Spanish Translation License”).

84. The PATHS Preschool Spanish Translation License recognized that the PATHS Preschool License was to remain in full force and effect.

85. The PATHS Preschool Spanish Translation License acknowledged that the translated components were intended to be provided free of charge, but if sales were made, the royalty payment requirements as specified in PATHS Preschool License were applicable, which specifies payment to Dr. Greenberg based on gross sales.

86. On April 26, 2006, Drs. Greenberg, Kusche, Domitrovich, and Cortes, and CBC entered into a subsequent agreement granting CBC the co-exclusive right to grant

permission to third parties the right to translate, publish and distribute the PATHS preschool curriculum in any foreign language (the “PATHS Preschool Translation License”).

87. The PATHS Preschool Translation License recognized that the PATHS Preschool License was to remain in full force and effect.

88. The PATHS Preschool Translation License requires the licensee to pay Dr. Greenberg royalties as specified in the PATHS Preschool License, which specified payment based on gross sales, or if the licensee charges a third party a flat fee to translate and distribute the licensed curriculum, the licensee must pay the authors, including Dr. Greenberg, a percentage of the fee charged by the licensee.

89. The PATHS Kit License, the PATHS Kit Spanish Translation License, the PATHS Kit Translation License, the PATHS Grades 1-3 Curriculum License, the PATHS Grades 4-5 Curriculum License, the PATHS Preschool License, the PATHS Preschool Spanish Translation License, the PATHS Preschool Translation License, are collectively referred hereto as the “PATHS Licenses.”

90. Throughout the years, CBC requested Dr. Greenberg’s assistance in expanding the PATHS curriculum. For example, Dr. Greenberg was and continues to be instrumental in setting up the PATHS curriculum to be used in the United Kingdom.

91. Additionally, Dr. Greenberg has sat on several boards and held positions at universities. Dr. Greenberg has been able to leverage such positions to further expand the successful implementation of the PATHS curriculum. Such conduct required Dr. Greenberg to identify himself as an author of the PATHS curriculum.

92. On May 30, 2019, CBC assigned intellectual property rights, including but not limited to, rights in the PATHS Licenses, to PPH MA (“CBC DE to PPH MA Assignment”).

93. On May 31, 2019, CBC transferred CBC’s membership interest in PPH MA to

LSEL NJ.

94. According to the records at the Arizona Secretary of State, Paths Program LLC was formed in June of 2019. Mrs. MacKey is identified as the member and manager.

95. According to the records at the Delaware Secretary of State, CBC changed its name to CBC Wind Up, Inc.

96. According to the records at the Massachusetts Secretary of State, Jonathan Bete and Michael Bete were removed as managers for PPH MA and Mrs. MacKey was appointed as the sole manager.

97. According to the records at the Arizona Secretary of State, on January 1, 2020, Paths Program Holding, LLC (“PPH AZ”) was incorporated in Arizona. Mrs. MacKey is listed as the sole manager and member.

98. According to the records at the Arizona Secretary of State, on January 1, 2020, LearningSEL, LLC (“LSEL AZ”) was incorporated in Arizona. Mrs. MacKey is listed as the sole manager and member.

99. According to the records at the Massachusetts Secretary of State, PPH MA was dissolved in January of 2020.

100. Dr. Greenberg has been informed that subsequent to the CBC to PPH MA Assignment, customers had numerous issues with the services provided by PPH MA, including a lack of responsiveness and inadequate training, which resulted in at least one contract with one of the largest school districts in the United States not being renewed. These failures negatively affected and continue to negatively affect the successful implementation of the PATHS curriculum and Dr. Greenberg and the other author’s receipt of royalties.

101. The PATHS Curriculum Copyrighted Works are licensed pursuant to the PATHS Licenses.

102. Third-Party Defendants have infringed the PATHS Curriculum Copyrighted Works by exceeding the scope of the PATHS Licenses provided by the authors, including Dr. Greenberg.

103. Third-Party Defendants' right to use, distribute, and modify the PATHS Curriculum Copyrighted Works has been and continues to be limited to the rights granted through the PATHS Licenses that were assigned to the Third-Party Defendants.

104. The PATHS Kit License and the PATHS Preschool License grant "the exclusive license to publish and distribute the PATHS curriculum . . . or as subsequently *modified by Authors . . .*" (emphasis added).

105. Neither the PATHS Kit License nor PATHS Preschool License grant a license to modify or create derivative works unless such modifications are made by the Authors.

106. The PATHS Kit Spanish Translation License grants "the exclusive right to translate into Spanish components of the PATHS curriculum deemed necessary, in CBC's sole discretion, for parents to understand and support their child in PATHS activities (the "PATHS Parent Components"), and to publish and distributed [sic] such translated PATHS Parent Components."

107. The PATHS Kit Translation License grants "the co-exclusive (with the Authors) right to grant permission to third parties to translate, publish and distribute the PATHS curriculum, including without limitation, the PATHS Curriculum Kit (the "PATHS Curriculum"), in any foreign language."

108. The PATHS Preschool Spanish Translation License grants "the exclusive right to translate into Spanish components of the Preschool PATHS curriculum deemed necessary, in CBC's sole discretion, for parents to understand and support their child in the Preschool PATHS activities (the "Preschool PATHS Parent Components"), and to publish and

distributed [sic] such translated Preschool PATHS Parent Components.”

109. The PATHS Preschool Translation License grants “the co-exclusive (with the Authors) right to grant permission to third parties to translate, publish and distribute the PATHS Preschool curriculum, including without limitation, the PATHS Preschool Curriculum Kit (collectively the “PATHS Preschool Curriculum”), in any foreign language.”

110. The licensed rights to create derivative works granted in the PATHS Kit Spanish Translation License, the PATHS Kit Translation License, the PATHS Preschool Spanish Translation License, and the PATHS Preschool Translation License, are limited solely to rights to translate curriculum into a language other than English.

111. The PATHS Grades 1-3 Curriculum License and the PATHS Grades 4-5 Curriculum License grant a “license to use, modify, reproduce and prepare derivative works of the PATHS® curriculum for purposes of creating ‘grade level’ versions of the PATHS® Curriculum.”

112. The license rights to create derivative works granted in the PATHS Grades 1-3 Curriculum License and the PATHS Grades 4-5 Curriculum License are limited solely to the creation of ‘grade level’ version of the PATHS® curriculum.

113. Prior to the assignment of the PATHS Licenses to Third-Party Defendants, grade level versions of the PATHS® curriculum were completed for Grades 1-6 terminating the rights to create derivative works of the PATHS® Curriculum.

114. On information and belief, Third-Party Defendants have or are engaging in copyright infringement of the PATHS Curriculum Copyrighted Works by using such works in a manner that exceeds the scope of the limited copyright rights granted in the PATHS Licenses.

115. The curriculum that has been and is currently offered for sale by the Third-

Party Defendants under the PATHS trademark requires use of the PATHS Curriculum Copyrighted Works.

116. On information and belief, Third-Party Defendants have exceeded the scope of the licenses granted in the PATHS Licenses through unauthorized creation of derivative works through the modification of the PATHS Curriculum Copyrighted Works.

117. On information and belief, Third-Party Defendants have exceeded the scope of the licenses granted in the PATHS Kit License and the PATHS Preschool License because Third-Party Defendants have created derivative works through modification of the works without the Authors' consent.

118. On information and belief, Third-Party Defendants have exceeded the scope of the licenses granted in the PATHS Kit Spanish Translation License, the PATHS Kit Translation License, the PATHS Preschool Spanish Translation License, and the PATHS Kit Translation License because Third-Party Defendants have created derivative works through modifications, other than translations, to the licensed works without the authors' consent.

119. On information and belief, Third-Party Defendants have exceeded the scope of the licenses granted in the PATHS Grades 1-3 Curriculum License and the PATHS Grades 4-5 Curriculum license because Third-Party Defendants have created derivative works through modification of the curriculum, after the curriculum for Grades 1-5 was completed, without the authors' consent.

120. For example, Third-Party Defendants are offering portions of the PATHS Curriculum Copyrighted Works to the public for free through at least the Internet.

121. No rights have been conferred to the Third-Party Defendants by the Authors to offer the PATHS Curriculum Copyrighted Works digitally over the Internet.

122. The portions of the PATHS Curriculum Copyrighted Works that are being

offered for free by the Third-Party Defendants has expanded and changed over time.

123. The distribution of only portions of the PATHS Curriculum Copyrighted Works modifies the overall licensed curriculum and creates derivative works.

124. None of the PATHS Licenses grant a license to modify the PATHS Curriculum Copyrighted Works by extracting portions to create derivative works.

125. On information and belief, Third-Party Defendants have been and are offering for sale online digital subscriptions that include use of the PATHS Curriculum Copyrighted Works.

126. On information and belief, Third Party Defendants are offering for sale digital versions of the PATHS Curriculum Copyrighted Works via subscription services, PATHS+ Basic and PATHS+ Premium.

127. According to a blog post – titled “New Subscription Options for Online Support Materials” – on Third-Party Defendants’ website, “[t]he enhanced access in the PATHS+ Premium service contains electronic versions of your grade-specific PATHS® program Curriculum Manuals . . . [.]”

128. None of the PATHS Licenses grant the right to modify the licensed works to be published in a digital format and distributed electronically through the Internet.

129. Because none of the PATHS Licenses grant the right to modify the licensed works to be published in a digital format, including modification of such works to be used online, such conduct by Third-Party Defendants exceeds the scope of the licenses granted pursuant to the PATHS Licenses.

130. On information and belief, the training that has been and is currently being offered by Third-Party Defendants for sale or “free” under the PATHS trademark requires purchase of the PATHS Curriculum Copyrighted Works.

131. None of the PATHS Licenses grant the right to modify the licensed works to create derivative works to be used for training.

132. Because none of the PATHS Licenses grant the right to modify the licensed works to create derivative works to be used for training, such conduct by Third-Party Defendants exceeds the scope of the licenses granted pursuant to the PATHS Licenses.

133. On information and belief, the Third-Party Defendants have infringed, and are infringing, the PATHS Curriculum Copyrighted Works in violation of Dr. Greenberg's exclusive copyright rights, including but not limited to, the publication, distribution, reproduction, display, dissemination, transmission, making available and creation of derivative works for curriculum sold in association with the PATHS trademark. As a direct and proximate result of the acts of infringement by the Third-Party Defendants, Dr. Greenberg has suffered damages and will continue to suffer damages.

Factual Allegations Related to Third-Party Defendants' Trademark Infringement and Unfair Competition

134. By offering portions of the PATHS Curriculum Copyrighted Works to the public for free, without the entire curriculum and proper guidance as to use and implementation, this negatively impacts the manner in which the PATHS Curriculum Copyrighted Works are used.

135. Since at least 1983, Dr. Greenberg has and continues to provide educational services, in the form of teaching, speaking engagements and consulting, under his name, Mark T. Greenberg ("GREENBERG Trademark") related to the social and emotional well-being of children and their families throughout the United States ("GREENBERG Service").

136. As a result of the extent, long term use, and nature of the use GREENBERG Trademark as the source of the GREENBERG Services, such trademark has acquired distinctiveness as the source of high-quality educational services, in the form of teaching,

speaking engagements and consulting related to the social and emotional well-being of children and their families throughout the United States and many other countries.

137. If the PATHS Curriculum Copyrighted Works are not offered in a complete and proper manner, the reputation of the curriculum and the GREENBERG Trademark is unfairly and negatively impacted.

138. On information and belief, Third-Party Defendants have taken affirmative steps to shield the PATHS Curriculum Copyrighted Works from the authors, including Dr. Greenberg.

139. On August 16, 2021, Dr. Greenberg was notified via email that PP AZ cancelled his order for the PATHS® Program Preschool/Kindergarten Classroom Implementation Package.

140. Third-Party Defendants have removed Dr. Greenberg from the mailing lists for the PATHS Curriculum Copyrighted Works.

141. Third-Party Defendants have denied Dr. Greenberg access from to the publications of the PATHS Curriculum Copyrighted Works.

142. The training that Third-Party Defendants offer for the PATHS Curriculum Copyrighted Works has not been reviewed by the authors and negatively impacts the reputation of the GREENBERG Trademark and the PATHS Curriculum Copyrighted Works because it is not the level of training that is based on the randomized trials that have demonstrated the efficacy in improving child outcomes in the US, the UK, Sweden, Switzerland, Pakistan, Croatia and Turkey.

143. The level of training provided in the past by individuals who were trained by Dr. Greenberg is one that assures that teachers will be trained to level shown in multiple, independent randomized trials to lead to the outcomes advertised by the Third-Party

Defendants on the PATHS Program website.

144. By providing training under the PATHS trademark Third-Party Defendants are passing the training off as being affiliated with or sponsored by Dr. Greenberg and the other authors of the PATHS Curriculum Copyrighted Works and misleading educators that the training being provided will lead to outcomes advertised by the Third-Party Defendants.

145. When the reputation of the PATHS Curriculum Copyrighted Works is unfairly and negatively impacted, this negatively affects use of the curriculum to assist with the social and emotional learning of children and the GREENBERG Trademark.

146. When the reputation of the PATHS Curriculum Copyrighted Works is unfairly and negatively impacted, this affects the GREENBERG Trademark and future sales of the curriculum, which in turn impacts the royalties received by the authors, including Dr. Greenberg.

147. As a direct and proximate result of the acts of infringement by the Third-Party Defendants, Dr. Greenberg has suffered and continues to suffer irreparable harm for which there is no adequate remedy at law.

148. On information and belief, the last royalty payment that Dr. Greenberg received from CBC was for sales of curriculum and materials pursuant to the PATHS Licenses through a portion of Q2 2019.

149. On information and belief, Third-Party Defendants' have been and are using the GREENBERG Trademark to trade off the goodwill of GREENBERG Trademark and reputation of the PATHS Curriculum Copyrighted Works in an effort to sell a separate, curriculum unaffiliated with the PATHS Curriculum Copyrighted Works or Dr. Greenberg, causing consumer confusion and reputational damages to the GREENBERG Trademark and the PATHS Curriculum Copyrighted Works.

150. Third-Party Defendants' website – pathsprogram.com – promotes, advertises, and offers for sale the PATHS Curriculum Copyrighted Works.

151. Third-Party Defendants' website – pathsprogram.com – includes a webpage titled "About the PATHS® Curriculum Authors" that uses the GREENBERG Trademark and provides biographical information for Drs. Greenberg, Kusche, Domitrovich, and Cortes and their respective experience in the field of child development.

152. Third-Party Defendants' website's webpage "About the PATHS® Curriculum Authors" provides the following biography for Dr. Greenberg:

153. "Author of more than 300 articles and book chapters on child development and the promotion of child and family well-being. He holds the Bennett Endowed Chair in Prevention Research at Pennsylvania State University. Dr. Greenberg is the recipient of the Distinguished Contributions to Public Policy for Children Award, the Research Scientist Award, the 2013 Presidential Award from the Society for Prevention Research, and the 2016 Urie Bronfenbrenner Award for Lifetime Contribution to Developmental Psychology in the Service of Science and Society."

154. Third-Party Defendants' website also includes a webpage titled "Proven Academic and Behavioral Outcomes" that outlines the positive impacts of the authors' PATHS Curriculum Copyrighted Works on child development as shown from "rigorous clinical studies," including, among other benefits, a 68% increase in students' vocabulary for emotion, a 32% reduction in teachers' reports of aggressive student behavior, and a 20% increase on "students' scores on cognitive skills tests."

155. Third-Party Defendants' website also includes a webpage titled Research Bibliography that lists thirty-nine different published studies as a "partial listing of the extensive body of research that helps make the PATHS program the Gold Standard SEL

curriculum.”

156. Third-Party Defendants’ website also includes a webpage titled “PATHS Curriculum Awards and Recognition” detailing the accolades that the authors’ PATHS Curriculum Copyrighted Works have received from sixteen different national and international governmental and non-governmental entities, including but not limited to the U.S. Department of Justice/U.S. Department of Health and Human Services, the Collaborative for Academic, Social and Emotional Learning, the U.S. Department of Education, and the Australian Primary Schools Mental Health Initiative.

157. In addition to advertising, promoting, and offering for sale the PATHS Curriculum Copyrighted Works and the GREENBERG Trademark, Third-Party Defendants’ website also advertises, promotes, and offers for sale another curriculum called the Emozi® program for grades 6-8.

158. On information and belief, Anna-Lisa Mackey is the author of the Emozi® program. Unlike its promotion of the PATHS Curriculum Copyrighted Works, Third-Party Defendants’ website does not include a webpage detailing any research-based impacts of the Emozi® Program or any awards or recognitions received by the Emozi® program.

159. On information and belief, neither Drs. Greenberg, Kusche, Domitrovich, nor Cortes authored or were involved in the production of or any research behind the Emozi® Program.

160. Despite the lack of any connection between the PATHS Curriculum Copyrighted Works and the Emozi® Program, on information and belief, Third-Party Defendants offered and offer for sale and sell digital versions of the Emozi® program through a subscription service called “PATHS+ Premium.”

161. Despite the lack of connection between the PATHS Curriculum Copyrighted

Works and the Emozi® Program, every webpage associated with the <https://pathsprogram.com/> domain name includes the term PATHS.

162. Third-Party Defendants' co-extensive promotion and use of the PATHS Curriculum Copyrighted Works under the GREENBERG Trademark and the unrelated Emozi® Program, has and continues to cause consumers to believe that Dr. Greenberg is the source/author of the Emozi® Program.

163. Third-Party Defendants' co-extensive promotion and use of the PATHS Curriculum Copyrighted Works under the GREENBERG Trademark and the unrelated Emozi Program, has and continues to cause confusion as to the source of the Emozi Program.

164. Through the co-extensive promotion and use of the PATHS Curriculum Copyrighted Works under the GREENBERG Trademark and the unrelated Emozi Program Third-Party Defendants are passing off the Emozi Program as being affiliated with or sponsored by Dr. Greenberg and the other authors of the PATHS Curriculum Copyrighted Works

165. As a direct and proximate result, the cumulative effect of Third-Party Defendants' exploitation of the GREENBERG Trademark and reputation and the authors' PATHS Curriculum Copyrighted Works to sell a different product – the Emozi® program – causes reputational damages to the GREENBERG Trademark, the PATHS Curriculum Copyrighted Works, and their respective goodwill due to confusion over the sources of authorship the PATHS Curriculum Copyrighted Works and the Emozi program.

Factual Allegations Related to Third Party Defendants' Failure to Properly Pay Royalties

166. On information and belief, Dr. Greenberg began receiving royalty payments from at least one of the Third-Party Defendants pursuant to the PATHS Licenses from Q3 2019 through the present.

167. On information and belief, when royalty payments have been made to Dr. Greenberg as required by the PATHS Licenses from Q3 2019 to the present, the royalty payments made were less than the amount owed to Dr. Greenberg.

168. On information and belief, when royalty payments have been made to Dr. Greenberg as required by the PATHS Licenses from Q3 2019 to the present, the royalty payments due were not calculated based on gross revenue.

169. On information and belief, before calculating the royalty payments due to Dr. Greenberg as required by the PATHS Licenses from Q3 2019 to the present, improper deductions were made.

170. On information and belief, before calculating the royalty payments due to Dr. Greenberg as required by the PATHS Licenses from Q3 2019 to the present, expenses were deducted.

171. On information and belief, before calculating the royalty payments due to Dr. Greenberg as required by the PATHS Licenses from Q3 2019 to the present, expenses deducted included third-party collections.

172. On information and belief, before calculating the royalty payments due to Dr. Greenberg as required by the PATHS Licenses from Q3 2019 to the present, expenses deducted included litigation costs.

173. On information and belief, the PATHS Licenses have been breached as a result of the failure to properly calculate and pay Dr. Greenberg royalties based on gross revenue of sales from Q3 2019 to the present.

174. On information and belief, PPH AZ is a licensee of at least one of the PATHS Licenses.

175. On information and belief, PP AZ is a licensee of at least one of the PATHS

Licenses.

176. On information and belief, LSEL AZ is a licensee of at least one of the PATHS Licenses.

177. On information and belief, PPH MA is a licensee of at least one of the PATHS Licenses.

178. Each of the Third-Party Defendants have breached the PATHS Licenses as a result of the failure to properly calculate and pay Dr. Greenberg royalties based on gross revenue of sales from Q3 2019 to the present.

179. Third-Party Defendants have created an actual, substantial and justiciable case or controversy between Dr. Greenberg and the Third-Party Defendants related to their infringement of the PATHS Curriculum Copyrighted works, their breach of the PATHS Licenses regarding royalty payments, and their unfair competition practices causing consumer confusion as to the source of authorship by exploiting the PATHS Curriculum Copyrighted Works and Dr. Greenberg's name and reputation in an effort to sell a curriculum that lacks the same source of authorship..

COUNT I
Copyright Infringement

180. Dr. Greenberg hereby incorporates the previous paragraphs of this Counterclaim by reference and realleges them as originally and fully set forth herein.

181. Third-Party Defendants have knowingly and intentionally infringed and continue to infringe each of the PATHS Curriculum Copyrighted Works, and will continue to do so unless enjoined by this Court.

182. Third-Party Defendants' have knowingly and intentionally infringed and continue to infringe each of the PATHS Curriculum Copyrighted Works, through the creation of derivative works in a manner that exceeds the limited rights granted in the PATHS

Licenses.

183. Third-Party Defendants' have knowingly and intentionally infringed and continue to infringe each of the PATHS Curriculum Copyrighted Works, through the creation of derivative works and the addition of content in a manner that exceeds the limited rights granted in the PATHS Licenses.

184. Third-Party Defendants' have knowingly and intentionally infringed and continue to infringe each of the PATHS Curriculum Copyrighted Works, through creation of derivative works through the removal of content in a manner that exceeds the limited rights granted in the PATHS Licenses.

185. Third-Party Defendants' have knowingly and intentionally infringed and continue to infringe each of the PATHS Curriculum Copyrighted Works, through creation of derivative works through the modification of content in a manner that exceeds the limited rights granted in the PATHS Licenses.

186. Third-Party Defendants' have knowingly and intentionally infringed, and continue to infringe each of the of the PATHS Curriculum Copyrighted Works by creating, modifying and posting online, both for sale and for free, digital versions of the PATHS Curriculum Copyrighted Works, in a manner that exceeds the limited rights granted in specified in the PATHS Licenses.

187. As a direct and proximate cause of Third-Party Defendants' infringing acts, Dr. Greenberg has suffered and will continue to suffer injury and damage, and unless such acts and practices are enjoined by this Court, will continue to be injured in his business and property rights, and will suffer and continue to suffer injury and damage, which are causing irreparable harm and for which Dr. Greenberg is entitled to relief.

COUNT II
Breach of Contract

188. Dr. Greenberg hereby incorporates the previous paragraphs of this Counterclaim by reference and realleges them as originally and fully set forth herein.

189. In 1993, Dr. Greenberg entered into the PATHS Kit License with DRP, which subsequently merged with CBC.

190. In 2004, Dr. Greenberg entered into the PATHS Spanish Translation License with CBC.

191. In 2006, Dr. Greenberg entered into the PATHS Translation License with CBC.

192. In 2009, Dr. Greenberg entered into the PATHS Grades 1-3 Curriculum License with CBC.

193. In 2010, Dr. Greenberg entered into the PATHS Grades 4-5 Curriculum License with CBC.

194. In 2004, Dr. Greenberg entered into the PATHS Preschool License with CBC.

195. In 2004, Dr. Greenberg entered into the PATHS Preschool Spanish Translation License with CBC.

196. In 2006, Dr. Greenberg entered into the PATHS Preschool Translation License with CBC.

197. Pursuant to each of the PATHS Licenses, a royalty is to be calculated and paid to Dr. Greenberg based on gross sales.

198. On information and belief, the royalty payments made to Dr. Greenberg for sales of products pursuant to the PATHS Licenses from at least Q3 2019 to present have not been calculated and paid based on gross revenue of sales.

199. On information and belief, the royalty payments made to Dr. Greenberg for sales of products pursuant to the PATHS Licenses from at least Q3 2019 to the present have been less than the amount owed.

200. On information and belief, the royalty payments made to Dr. Greenberg for sales of products pursuant to the PATHS Licenses from at least Q3 2019 to the present were based on calculations that included improper deductions.

201. On information and belief, the PATHS Licenses have been breached by the licensee for failure to pay Dr. Greenberg royalties based on gross revenue from at least Q3 2019 to the present.

202. On information and belief, at least one of the Third-Party Defendants alleges to be the licensee of the PATHS Licenses.

203. Third-Party Defendants have breached PATHS Licenses as a result of the failure to properly pay Dr. Greenberg the royalties he is due.

204. Third-Party Defendants' willful and intentional breach of each of the PATHS Licenses has and will continue to cause Dr. Greenberg to suffer irreparable harm unless the purported CBC DE to PPH MA Assignment is rescinded.

205. As a result of the Third-Party Defendants' breach, Dr. Greenberg has been damaged in an amount to be proven at trial.

COUNT III
Violation of 15 U.S.C. § 1125(a)

206. Dr. Greenberg hereby incorporates the previous paragraphs of this Counterclaim by reference and realleges them as originally and fully set forth herein.

207. In the early 1990's, Dr. Greenberg co-authored the original PATHS curriculum with Carol Kusche ("Dr. Kusche") and, in the following years, Dr. Greenberg subsequently co-authored various iterations of the PATHS curriculum for use in pre-school

and grades 1-6, collectively referred to herein as the PATHS Curriculum Copyrighted Works. Each of the PATHS Curriculum Copyrighted Works was developed on the basis of substantial research that was conducted and analyzed by Dr. Greenberg, the other authors, and third parties.

208. The PATHS Curriculum Copyrighted Works have since earned both national and internal recognition as a premier curriculum for positive child development.

209. Dr. Greenberg has likewise individually been recognized as a preeminent figure in the child development field due to his research and contributions to the PATHS Curriculum Copyrighted Works.

210. Beginning in 1983, Dr. Greenberg has offered for sale at least some of the GREENBERG Services under the GREENBERG Trademark throughout the United States.

211. Dr. Greenberg is currently offering for sale the GREENBERG Services under the GREENBERG Trademark throughout the United States.

212. Dr. Greenberg invested considerable time and valuable resources to establish and maintain the goodwill associated with the GREENBERG Trademark and, as an author of the PATHS Curriculum Copyrighted Works.

213. The GREENBERG Trademark and the PATHS Curriculum Copyrighted Works are recognized as the source of high quality social and emotional curriculum and the GREENBERG Services.

214. As such, the GREENBERG Trademark has acquired distinctiveness of the GREENBERG Services.

215. Third-Party Defendants utilized and continue to utilize the reputation and goodwill of both the authors' PATHS Curriculum Copyrighted Works and the GREENBERG Trademark, including but not limited to use of the GREENBERG Trademark on

pathsprogram.com, in an effort to sell a different product having a different source of authorship – the Emozi program.

216. Neither Drs. Greenberg, Kusche, Domitrovich, nor Cortes were involved in the production of or research behind the Emozi program.

217. Neither Drs. Greenberg, Kusche, Domitrovich, nor Cortes have endorsed or sponsored the Emozi program.

218. Neither the Emozi program nor its author have received nearly the recognition that the PATHS Curriculum Copyrighted Works and the GREENBERG Trademark have earned for their positive and effective contributions to child development.

219. The reputation of the Emozi program and its author is not as great as the reputation of the PATHS Curriculum Copyrighted Works.

220. The reputation of the author of the Emozi® program is not as great as the reputation of the GREENBERG Trademark.

221. The reputation of the author of the Emozi program is not as great as the reputation of any of the authors of the PATHS Curriculum Copyrighted Works.

222. Third-Party Defendants' use of the authors' PATHS Curriculum Copyrighted Works and the GREENBERG Trademark and reputation to advertise, promote, and sell the Emozi Program, including but not limited to use of the GREENBERG Trademark on pathsprogram.com, has and continues to cause confusion among consumers regarding the source of authorship of the Emozi Program.

223. The consumer confusion regarding the source of the Emozi Program caused by Third-Party Defendants' use of the PATHS name to advertise, promote, and sell the Emozi Program causes goodwill and reputational damages to both the GREENBERG Trademark and the PATHS Curriculum Copyrighted Works.

224. As a direct and proximate cause of Third-Party Defendants' willful and knowing unfair competition acts and practices, Dr. Greenberg has experienced damages, expenses and loss.

PRAYER

WHEREFORE, Defendant, Mark T. Greenberg, respectfully requests that the Court enter judgment in his favor and against Third-Party Defendants, Paths Program Holding, LLC (AZ), PATHS PROGRAM, LLC (AZ), LEARNINGSEL, LLC (AZ), PATHS PROGRAM HOLDING, LLC (MA) and LEARNINGSEL, LLC (NJ), and requests relief as follows:

- A. Judgment be entered in his favor and against each Third-Party Defendant on each count of the Third-Party Complaint;
- B. Declaration that Third-Party Defendants have infringed PATHS Curriculum Copyrighted Works;
- C. Declaration that Third-Party Defendants have infringed the GREENBERG Trademark;
- D. Declaration that Third-Party Defendants have engaged in unfair competition;
- E. Declaration that the foregoing infringement was willful and knowingly;
- F. Declaration that Third-Party Defendants have breached the PATHS Licenses;
- G. Declaration that Third-Party Defendants' conduct was willful and knowing;
- H. Declaration that this case is exception;
- I. Entry of a preliminary and permanent injunction prohibiting Third-Party Defendants and their agents, servants and employees, and all persons acting in concert with any of the Third-Party Defendants from continuing to reproduce, publish, distribute, display, disseminate, transmit, make available, or otherwise use the PATHS Curriculum Copyrighted

Works in any manner whatsoever or in violation of Dr. Greenberg's rights in the PATHS Curriculum Copyrighted Works;

J. Entry of a preliminary and permanent injunction prohibiting Third-Party Defendants and their agents, servants and employees, and all persons acting in concert with any of the Third-Party Defendants from continuing to exploit the GREENBERG Trademark, and the PATHS Curriculum Copyrighted Works in an effort to promote and sell the unaffiliated Emozi program;

K. Award Dr. Greenberg prejudgment interest;

L. Award Dr. Greenberg damages in an amount to be determined at trial;

M. Award Dr. Greenberg its costs, attorneys' fees and expenses arising from this suit; and

N. Grant Dr. Greenberg such other relief as this Court deems just and proper.

JURY DEMAND

Dr. Greenberg demands a trial by jury on all counts of the Counterclaim so triable.

Date: January 5, 2022

Respectfully submitted,

MARK T. GREENBERG

By his attorneys:

/s/Jodi-Ann McLane

Jodi-Ann McLane (BBO # 635567)

jodi@mcmcip.com

John T. McInnes (BBO # 657488)

john@mcmcip.com

MCINNES & MCLANE, LLP

9 Exchange St.

Worcester, MA 01608

Tel: 774-420-2360

Alissa A. Digman (admitted *pro hac vice*)

adigman@mcmcip.com

McInnes & McLane, LLP

111 North Wabash Ave.

The Garland Building #1263

Chicago, IL 60602

Tel: 401-264-1795

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the CM/ECF system will be sent electronically to the registered participants as identified on the NEF (NEF) and paper copies will be sent to those indicated as non-registered participants January 5, 2022.

/s/ Jodi-Ann McLane

Jodi-Ann McLane